

Clear Lake

Teamsters #238 (Police)

7/1/2006 6/30/2009

**AGREEMENT BETWEEN**

**CITY OF CLEAR LAKE, IOWA  
AND  
TEAMSTERS LOCAL 238  
(POLICE DEPARTMENT)**

**July 1, 2006 - June 30, 2009**



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This agreement made and entered into by and between the CITY OF CLEAR LAKE, IOWA, hereinafter referred to as the "EMPLOYER," and TEAMSTERS LOCAL UNION NO. **828 238**, MASON CITY, IOWA, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION."

## ARTICLE 1: EMPLOYER

### 1.1 MANAGEMENT RIGHTS

The Employer reserves the right to make decisions concerning all matters not specifically addressed to by this Agreement. Such right shall include, but not be limited to, the following matters: efficient management of the police department; determination of the services to be rendered or not rendered; purchase of services; size of the work force; hiring, assignment and layoff of employees; modify the work day or work week, direct the work force, assign work and determine the number of the employees assigned to operations; establish work schedules; modify departmental rules and regulations; approve courses in educational incentive programs; transfer or promote employees; evaluate employees for promotion or any assignment.

1.2 The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.

1.3 The term "employee" as used in this Agreement shall include all of the employees of the Employer in the Department located at Clear Lake, Iowa, as defined and as amended by the Public Employee Relations Board certification on file in this matter.

1.4 The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it is through duly authorized representatives of the Union.

1.5 The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

## ARTICLE 2: DEPARTMENTS AND HOURS OF WORK

2.1 There shall be two departments as follows: Department No. 1 - Police: Department No. 2 - Dispatchers, Matrons and Parking Enforcement Personnel.

2.2 Department No. 1 shall work six days on and three days off.

2.3 ~~Department No. 2 shall work five days on and two days off, except for full-time dispatchers who shall work a schedule currently arranged by the Chief of Police.~~  
Department No. 2 may work a six (6) day on and three (3) day off schedule, subject to the

**exemptions and exceptions provided by Sections 7(b)(1) and/or 7(b)(2) of the Fair Labor Standards Act.**

2.4 Department No. 1 shall work eight and one-half hours per day and Department No. 2 shall work eight hours per day.

2.5 Employees in Departments No. 1 and No. 2 shall have a probationary period of six (6) months during which probationary period they may be discharged without further recourse.

**ARTICLE 3: CHECK-OFF**

3.1 The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorizations by the Employee, the same is to be furnished in the form required. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues, or initiation fees from the wages of any employee in the bargaining unit as provided by this section.

3.2 Regular full time employees may elect to implement a predesignated monthly credit union check-off by furnishing the Employer with an approved written authorization form not less than fifteen days prior to the effective withholding date (which must always be the first pay date of each calendar month).

3.3 No deductions will be made for delinquent dues, initiation fees, assessments or credit union check-off in the event that the wages of the employee for the said period are insufficient to cover the deductions.

3.4 The Employer shall be obligated to make deductions from the salary of an employee who has executed a written authorization only for such period of time that the employee remains in the employ of the Employer.

3.5 Should an employee resign or otherwise have his/her employment terminated, it shall be the responsibility of the Union to collect by means other than the dues deduction any amount purportedly owing.

**ARTICLE 4: STEWARDS**

4.1 The Employer recognizes the right of the Union to designate one (1) job steward for each shift to handle such Union business as may from time to time be delegated to them by the Union.

4.2 Job stewards have no authority except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of job stewards. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline,

including discharge without recourse, to such job steward, or stewards, in the event the job steward, or stewards, have taken action in violation of this Agreement.

## **ARTICLE 5: DISCHARGE OR SUSPENSION**

5.1 The Employer shall not discharge or suspend an employee without just cause. Warning notices may be given where deemed appropriate. Provided, however, warning notice shall not be granted in cases of serious misconduct. Any employee may request an investigation as to his/her discharge or suspension. In the event of suspension or discharge, it shall be the responsibility of the employee to actively seek other employment after said discharge or suspension and to hold the Employer harmless from liability for the failure to request the employee to do so during the investigative process. Should an investigation prove that an injustice has been done an employee, he/she shall be reinstated and compensated at their usual rate of pay while out of work. Appeal from discharge or suspension must be taken within five (5) working days by written notice unless such time limit is extended by mutual consent of the parties.

## **ARTICLE 6: GRIEVANCE PROCEDURE**

6.1 A grievance shall mean only a complaint by an employee that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

6.2 Every employee covered by the terms of this Agreement shall have the right to present grievances in accordance with these procedures. The employee has the right to have the Union representative present at any stage of the grievance procedure.

6.3 The failure of a person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

First Step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the Chief of Police or his/her designee.

Second Step: If the grievance cannot be resolved informally, the aggrieved person shall file the grievance in writing, and, at a mutually agreeable time discuss the matter with the City Council designee. The written grievance must be filed by using the preprinted forms available at the Police Department and which shall state the nature of the grievance, shall note the specific clause or clauses of the contract violated and shall state the remedy requested. The filing of the formal, written grievance must be filed by using the preprinted forms available at the Police Department and which shall state the nature of the grievance, shall note the specific clause or clauses of the contract violated and shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within seven (7) working days from the date of the occurrence of the event giving rise to the grievance unless the grievance involves a discharge or suspension which must be within five (5) working days. The City Council designee shall make a

decision on the grievance and communicate it in writing to the grieving person within ten (10) working days after receipt of the grievance.

Third Step: If the grievance is not resolved satisfactorily at Step Two, there shall be available a Third Step of impartial, binding arbitration. The grievant shall submit in writing a request to the City Council designee within twenty (20) working days from the receipt of the Step Two answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the Federal Mediation and Conciliation Service will be requested to provide a panel of seven arbitrators who shall be members in good standing of the National Academy of Arbitrators. After the parties determine by lot who strikes first, then the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

6.4 Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

6.5 The arbitrator in his/her opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the employer and the Union and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

## ARTICLE 7: VACATIONS

7.1 All full-time employees covered by the terms of this Agreement shall receive a vacation with their regular pay on the following basis:

After one year of continuous service	One Week
After two years of continuous service	Two Weeks
After seven years of continuous service	Three Weeks
After fifteen years of continuous service	Four Weeks
After twenty years of continuous service	Five Weeks

7.2 A week of vacation is equal to the number of days in his/her regular shift as established by the Chief of Police and actually worked during the time of accrual of vacation benefits. In the case where an employee has worked different length shifts during the accrual period the shift length that represents the majority of his/her actual work time shall prevail as the determinate of vacation week days. Under no circumstances shall a work week equal more than six (6) days.

7.3 January 1st through March 1st of each year shall constitute the vacation bid period. During this period of time, the Chief of Police or his/her designee shall post a vacation schedule upon which employees of Department No. 1 and Department No. 2 may sign up for vacation in accordance with their department seniority. After March 1st of each year, any vacation period

not taken will be granted to the employee on a first come, first serve basis. The Chief of Police, or his/her designee, reserves the right to limit the number of employees per department on vacation but shall allow a minimum of one employee per department at any one time. It is further agreed that the employees in Department No. 1 shall not take vacation during the week of July 4th. It is further agreed and understood that the Chief of Police shall have the right to recall any employee or employees on any vacation if in his/her opinion an emergency exists provided that the employee(s) are within a fifty (50) mile radius of the City of Clear Lake.

7.4 Department No. 1 employees may split one (1) vacation week into any number of single or multiple days provided that an employee gives at least a ten (10) days advanced notice of intent to use said block of vacation time to the Chief of Police and received approval from the Chief of Police. Thereafter, they are limited to vacation blocks that are at least equal to one (1) vacation week.

Department No. 2 employees may take vacation in blocks of one (1) to six (6) days provided that an employee gives at least a ten (10) days advanced notice of intent to use said block of vacation time to the Chief of Police and received approval from the Chief of Police.

After receiving requests for vacations the Chief of Police or his/her designee shall have three (3) working days in which to approve or disapprove said request.

7.5 Vacation must be taken by employees during the year (12 months following the employee's anniversary date) in which they are earned or they will be forfeited unless approval by the Chief of Police, or his/her designee, has been obtained.

## **ARTICLE 8: FUNERAL LEAVE**

8.1 Employees will be permitted to take time off from work with pay for funeral leave in accordance with the schedule listed below. The Chief of Police may extend the time for funeral leave with or without pay at his/her sole discretion.

8.2 Full-time, permanent employees, who have completed six months of employment and who miss work following the death of an "immediate family member" as hereinafter defined, will be given time off from work with pay, if requested, in the following amounts: (the days will be taken consecutively).

- a. Spouse - five days
- b. Children (including stepchildren) - five days
- c. Parents (including stepparents) - five days
- d. Brothers - three days
- e. Sisters - three days
- f. Parents-in-law - three days
- g. Grandchildren - three days
- h. Grandparents - three days
- i. Brothers/Sisters-in-law - three days



8.3 The employee will notify the Chief of Police or his/her designee of the request for funeral leave before departing. In addition, the employee shall forward in writing such request for funeral leave, explaining the absence and indicating the dates as soon as the employee can.

#### **ARTICLE 9: OTHER LEAVES OF ABSENCE**

9.1 Leaves of absence may be granted when requested by employees at the discretion of the Chief of Police or his/her designee.

#### **ARTICLE 10: SENIORITY**

10.1 The Chief of Police or his/her designee in assigning employees to new jobs or in filling vacancies will give consideration to the seniority of the employees being considered.

10.2 The Chief of Police or his/her designee has the exclusive right to make temporary assignments. However, unless a temporary assignment is required to fill a vacancy of an employee on an approved leave of absence, the Chief of Police shall not make temporary assignments for a period of more than sixty (60) calendar days in duration.

10.3 In the event a layoff becomes necessary, the Employer agrees to recognize seniority providing the employees are qualified to perform the work remaining.

10.4 Seniority shall commence upon the last date of hire and shall be based upon actual continuous length of service for which payment has been received by the employee, provided, however, that in the first twelve months of employment, the employee will not be allowed to exercise any seniority rights.

Seniority in the employment relationship shall be broken and terminated if an employee quits, is discharged, fails to report to work within three working days after having been recalled from layoff, fails to report to work at the termination of an approved leave of absence, accepts other employment while on an approved leave of absence, unless prior permission is granted, retires, or is on layoff for a period of more than one year.

#### **ARTICLE 11: PROMOTION OR TRANSFER**

11.1 After a handicapped individual is employed, the Employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. (Section 601A.13 Code of Iowa, 1977, as amended).

#### **ARTICLE 12: NONDISCRIMINATION**

12.1 The Employer and the Union agree not to discriminate against any individual's race, color, religion, physical handicap, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities

because of his/her race, color, religion, physical handicap, sex or national origin. Wherever the male gender is used in this Agreement, it shall also include the female.

### **ARTICLE 13: CONDITIONS OF EMPLOYMENT**

13.1 The Employer and employees recognize certain informal working conditions have been enjoyed by the employees. Even though items of this nature have not been specifically negotiated, both parties agree in good faith to continue these conditions unless the Employer, in its discretion, deems changes necessary. The Employer agrees not to make changes in an arbitrary manner.

### **ARTICLE 14: JURY PAY**

14.1 The Employer shall pay all regular employees serving on any jury the difference between jury pay and his/her regular wages while in such service. If the employee is discharged from the jury before the workday ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty.

14.2 Any officer required to appear at any court hearing, including but not limited to District Court or Magistrates Court, will be paid for the time actually spent.

If the required appearance falls on a non-duty day, the officer shall be paid a minimum of two and one half (2½) hours at applicable overtime rates or the actual time spent, whichever is greater.

If the officer's court appearance time is more than two (2) hours before or after his/her regular shift, the officer shall be paid a minimum of two (2) hours at applicable overtime rates or the actual time spent, whichever is greater.

If the officer's court appearance time is less than two (2) hours before or after his/her regular shift, the officer shall be for actual time spent at the applicable rates.

If the officer can conduct his/her requirements of the court via the telephone, then it shall be his/her obligation to do so and the officer shall be paid for actual time spent thereon at the applicable overtime rates when said proceedings are on non-duty time. However, the minimum amount paid for non-duty time shall be one (1) hour at the applicable overtime rate.

The officer agrees to see that all witness fees are paid that the officer is entitled to and that the officer agrees to turn these over to the City. Failure of the officer to apply for the witness fee available shall result in the amount of witness fee that would have been received being deducted from the applicable pay under the provisions of this section.

## ARTICLE 15: HOLIDAYS

15.1 Regular full time employees shall receive the following nine holidays; New Year's Day, ~~Martin Luther King Day~~, ~~President's Day~~, Good Friday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

15.2 Regular full time employees in Departments 1 and 2 shall receive eight (8) hours of holiday pay at their regular rate.

15.3 Regular full time employees in Departments 1 and 2 that are required to work any of the above enumerated holidays shall receive in addition to their eight (8) hours of holiday pay as referred to in paragraph 15.2 pay at one and one-half (1½) time their regular rate.

15.4 In addition to the basic nine holidays previously listed, regular full time employees in Departments 1 and 2 shall be allowed two (2) personal days ~~provided that they receive less than six (6) days per vacation week under Article 7 of this agreement~~. Said employees may elect to use their personal day(s) to supplement vacation days or give ten (10) days written notice to the Chief of Police prior to the usage thereof. (The Chief of Police may at his/her discretion allow usage of a personal day without 10 days notice). Furthermore, under no circumstances shall more than one employee per department be allowed usage of a personal day on the same calendar day nor shall any employee be allowed to report for duty during the usage of a personal day.

15.5 It is expressly understood and agreed that the Chief of Police shall have the right to recall an employee or employees on any holiday if in his/her opinion an emergency exists provided that the employee(s) are within a fifty (50) mile radius of the City of Clear Lake.

15.6 To be eligible for holiday pay the employee must complete their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday unless prior approval is given by the Chief of Police.

## ARTICLE 16: SICK LEAVE

16.1 Full time employees shall accumulate sick leave at the rate of 2 days per month to a maximum of 100 days.

16.2 The Employer will allow up to, but not more than, ~~three (3)~~ **four (4)** days (**increases to five (5) days in year 3 of this Agreement**) of an employee's accumulated sick leave to be used for providing care to the employee's spouse, mother, father, son or daughter during short term, non-serious illness that does not meet the provisions of the Family and Medical Leave Act as outlined in the Employer's "Employee Handbook". In all cases, the provisions of the Family and Medical Leave Act shall prevail over this article and in cases of conflict or duplication only the provisions contained in the Family and Medical Leave Act may be used.

16.3 In the event of suspected abuse, the Employer may require the employee to furnish a doctor's certificate verifying the illness claimed. This doctor's certificate shall be furnished at the expense of the employee.

16.4 Full time employees that do not use any sick leave during the term of this contract shall be awarded one (1) additional day of vacation. **Beginning in year 2 of the Agreement, those full-time employees who do not use any sick leave in the six-month period from July through December or the six-month period from January through June shall be awarded one (1) additional day of vacation per six-month period, which shall be used within the following six-month period.** (The Chief of Police reserves the right to send employees home in cases of suspected illness).

#### ARTICLE 17: INSPECTION PRIVILEGES

17.1 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working condition, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule and each visit is first approved by the Supervisor.

#### ARTICLE 18: SEPARABILITY AND SAVINGS CLAUSE

18.1 If any article or section of this contract or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the applications of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

18.2 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provision in this contract to the contrary.

#### ARTICLE 19: HEALTH AND LIFE INSURANCE

19.1 The Employer costs for health insurance shall be limited to full time, permanent employees who have completed six months of employment. The employer shall pay the entire monthly premium for an employees' single coverage. The employee shall be required to pay 30% of the monthly premium, in excess of \$725/month, for family coverage, or ~~\$75/month~~ **\$165/month** (year one of the Agreement), ~~\$110/month~~ **\$190/month** (year two of the Agreement), and ~~\$145/month~~ **\$215/month** (year three of the Agreement), whichever is the

lesser of the two amounts. **The employee contribution, however, shall not increase if there is no premium increase to the City in any fiscal year covered by this Agreement.**

19.2 The Employer costs for health insurance shall be limited to the Blue Cross/Blue Shield Alliance Select single and dependent premiums for full time, permanent employees, who have completed six months of employment.

19.3 Full time, permanent employees may elect single or family coverage under the Blue Cross/Blue Shield Alliance Select with or without the drug card plan so long as they pay any and all premiums associated with the drug card add on. Said additional premiums are due in advance on the 1st day of each month.

19.4 The Employer shall pay the employee premium for a forty thousand dollar (\$40,000) term life insurance policy for any regular full time employee of Department No. 1 and Department No. 2.

19.5 The Employer reserves the right to change carriers at any time during the life of this Agreement, providing that the coverage provided is equal to or greater than the present coverage and further provided that no benefits are lost.

19.6 The Employer is not required to pay any premiums for insurance under the terms of this article unless and until the employee has satisfactorily completed six months of employment. Employees may pay their own premiums during that first six months of employment.

## **ARTICLE 20: CLOTHING ALLOWANCE**

20.1 The Employer will continue to supply clothing to those employees receiving it at this time.

20.2 Those employees as identified in 20.1 may purchase initial and/or replacement clothing from his/her vendor of choice provided that he/she receives prior permission to do so from the Chief of Police. Dispatchers may purchase one (1) pair of shoes per year, as needed and with prior permission from the Chief of Police to do so. No requests for clothing replacement shall be arbitrarily denied.

## **ARTICLE 21: WAGES**

21.1 Wages will be paid in accordance with Schedule "A", which is attached hereto and by this reference made a part hereof. Such wage adjustment shall consist of: **Year one: 3.5% 2% hourly wage increase effective July 1, 2003 2006 and a 2% increase effective January 1, 2004. Year two: 3.5% hourly wage increase effective July 1, 2004 2007. Year three: 3.5% hourly wage increase effective July 1, 2005 2008.**

~~Year one: Dispatchers will receive a one-time \$0.12/hr. wage adjustment, which shall be applied after the July 1, 2003 wage increase (2%) is calculated.~~

**IPERS Clause:**

**In the event of a substantial change, which would result in an increase in the current IPERS employee contribution rate and a decrease in the employer's contribution rate as a result of State legislation, which results in no benefit to the employee; the City would agree to reopen Article 21 Wages with the Bargaining Unit for the duration of this Agreement.**

21.2 When matron duties are assigned to another bargaining unit employee during the matron's vacation period, such duties shall be compensated for at the matron's rate of pay applicable for the length of service of the replacement employee.

21.3 When a patrolman is assigned to fill the position of an Acting Lieutenant - Relief such patrolman shall receive the Lieutenant - Relief's pay rate applicable for the length of service of the replacement employee for actual time spent as acting Lieutenant - Relief.

21.4 When a patrolman is requested to report to work in "plain clothes" he/she shall be eligible for Detective pay. He/she shall receive either four (4) hours of Detective pay or the actual hours worked at the Detective rate whichever is greater.

21.5 Promotion to Patrolman I, or Patrolman II; Detective; or Lieutenant - Relief shall not be allowed unless the employee to be promoted has served at least two years on the Clear Lake Police Force. However, any employee currently employed as of 11/27/84 shall be eligible for promotion to all pay levels without regard to length of service with the Clear Lake Police Department. The employer shall not arbitrarily deny promotion from one level of pay to another within the same classification. (i.e. Promotion from Patrolman I to Patrolman II) provided the employee has qualified for the next pay level within his/her pay classification. It shall be the responsibility of the employee to pursue further education and/or training to be eligible for the pay levels as described above and listed in Schedule A and the employer shall not be required to pay for said education and/or training until the employee has done so and then only in the amounts shown in the applicable classification hourly rates.

21.6 Employees required to work a shift other than their regularly scheduled shift shall be given forty-eight hours advance notice or be awarded time and one half (1½) for hours worked. It is further understood and agreed that under no circumstances shall more than eight (8) hours of premium pay be drawn for any one-shift change occurrence regardless of the duration of said change. However, this section shall not apply if the Employer is unable to provide said advanced notification due to an act of God, utility failure, government restriction, fire, flood, riot, civil commotion, the failure or refusal of an employee or employees to report for or perform their work or any cause beyond the control of the Employer.

21.7 Since there is no guarantee of availability of work, employees shall be entitled to reporting pay when they are available and appear for work. This report/reporting pay shall be one (1) hour at regular time rates and shall constitute the maximum salary liability of the Employer.

All regular full time employees covered by this agreement that are recalled to duty after his/her scheduled shift and after having left the work station (work station shall include but not

be limited to vehicles owned by the City of Clear Lake) will be paid the applicable rate or a minimum of two and one half (2½) overtime hours.

If an employee is called to report early for his/her regular shift, this section shall not apply.

## **ARTICLE 22: NO STRIKE**

It shall be a violation of this agreement for an employee or the Union, directly or indirectly, to induce, instigate, encourage, authorize, ratify or participate in a strike against the Employer.

“Strike” means a public employee’s refusal, in concerted action with others, to report to duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

The Union shall publicly disavow any action violating this article and shall publicly request the employees to resume work immediately. Violation of this article shall constitute grounds for any lawful action by the City including discipline of employees.

## **ARTICLE 23: PART-TIME EMPLOYEES**

When and if the Employer hires part-time employees includable in the existing bargaining unit, such part-time employees shall not receive any benefits or protections of this Agreement with the sole exception of base wages as specified in Schedule A of this Agreement.

## **ARTICLE 24: TERMINATION**

This Agreement shall be effective as of ~~July 1, 2003, through June 30, 2006~~ July 1, 2006 through June 30, 2009.

## **ARTICLE 25: SOLE AGREEMENT**


“This contract is the sole Agreement between the parties and it shall not be construed to incorporate any other agreements, oral or written, any past practices or other limitations on the Employer not specifically provided for herein. It is specifically agreed by the parties that all subjects not specifically listed in the contract are retained by the Employer as management rights and the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether listed in this contract or not. All matters not specifically referred to in the terms of this contract are understood to be within the definition of a management right. Furthermore, this article shall not affect Article 13 of this Agreement.”

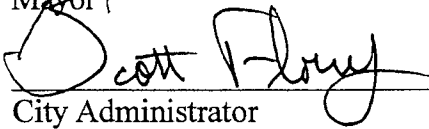
## **ARTICLE 26: CIVIL SERVICE**

“When the Employer is required by law to adopt the provisions of the Iowa Code regarding civil service matters, all issues subject to civil service jurisdiction shall be exempt from the provisions of this contract. Furthermore, if adoption of civil service provisions result in any increased costs to the Employer, this contract shall be reopened for negotiations with the Union concerning the impact of such increased cost on wages, hours and other negotiable topics that initiate changes to the existing contract.”

The parties arrived at this agreement after complete exercise of their rights and duties to negotiate. Therefore, each party voluntarily and unqualifiedly waives their right and the duty of the other party to bargain collectively concerning any matter during the term of this Agreement.

CITY OF CLEAR LAKE, IOWA

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Administrator

**Employer**

TEAMSTERS LOCAL UNION NO.  238

  
\_\_\_\_\_  
Union

\_\_\_\_\_  
Union



**Schedule "A"**

**7/1/2006 Thru 6/30/2007**

	Beginning	After 6 Months	After 12 Months	After 18 Months	After 24 Months	
Patrolman	\$15.78	\$15.94	\$16.25	\$16.74	N/A	No Academy
Patrolman I	\$15.92	\$16.10	\$16.40	\$16.86	\$18.95	With Academy
	After 2 yrs	After 5 yrs	After 10 yrs	After 15 yrs	After 20 yrs	
Patrolman II	\$18.95	\$19.11	\$19.29	\$19.47	\$19.65	
Detective	\$19.43	\$19.61	\$19.79	\$19.95	\$20.15	
Lieutenant Relief	\$19.43	\$19.61	\$19.79	\$19.95	\$20.15	

	Beginning	After 6 Months	After 12 Months	After 18 Months	After 24 Months	
Matron/Com - Officer	\$11.54	\$12.29	\$12.46	\$12.84	\$14.17	
Parking Officer	\$11.54	\$12.29	\$12.46	\$12.84	\$14.17	
Civilian Support Supervisor	\$12.30	\$12.99	\$13.22	\$13.57	\$14.91	
Radio Operators	\$11.54	\$12.29	\$12.46	\$12.84	\$14.17	
	After 2 yrs	After 5 yrs	After 10 yrs	After 15 yrs	After 20 yrs	
Matron/Com - Officer	\$14.17	\$14.36	\$14.53	\$14.71	\$14.89	
Parking Officer	\$14.17	\$14.36	\$14.53	\$14.71	\$14.89	
Civilian Support Supervisor	\$14.91	\$15.10	\$15.27	\$15.46	\$15.63	
Radio Operators	\$14.17	\$14.36	\$14.53	\$14.71	\$14.89	

**7/1/2007 thru 6/30/2008**

	Beginning	After 6 Months	After 12 Months	After 18 Months	After 24 Months	
Patrolman	\$16.33	\$16.50	\$16.82	\$17.33	N/A	No Academy
Patrolman I	\$16.48	\$16.66	\$16.97	\$17.45	\$19.61	With Academy
	After 2 yrs	After 5 yrs	After 10 yrs	After 15 yrs	After 20 yrs	
Patrolman II	\$19.61	\$19.78	\$19.97	\$20.15	\$20.34	
Detective	\$20.11	\$20.30	\$20.48	\$20.65	\$20.86	
Lieutenant Relief	\$20.11	\$20.30	\$20.48	\$20.65	\$20.86	

	Beginning	After 6 Months	After 12 Months	After 18 Months	After 24 Months	
Matron/Com - Officer	\$11.94	\$12.72	\$12.90	\$13.29	\$14.67	
Parking Officer	\$11.94	\$12.72	\$12.90	\$13.29	\$14.67	
Civilian Support Supervisor	\$12.73	\$13.44	\$13.68	\$14.04	\$15.43	
Radio Operators	\$11.94	\$12.72	\$12.90	\$13.29	\$14.67	
	After 2 yrs	After 5 yrs	After 10 yrs	After 15 yrs	After 20 yrs	
Matron/Com - Officer	\$14.67	\$14.86	\$15.04	\$15.22	\$15.41	
Parking Officer	\$14.67	\$14.86	\$15.04	\$15.22	\$15.41	
Civilian Support Supervisor	\$15.43	\$15.63	\$15.80	\$16.00	\$16.18	
Radio Operators	\$14.67	\$14.86	\$15.04	\$15.22	\$15.41	

7/1/2008 thru 6/30/2009

	Beginning	After 6 Months	After 12 Months	After 18 Months	After 24 Months	
Patrolman	\$16.90	\$17.08	\$17.41	\$17.94	N/A	No Academy
Patrolman I	\$17.06	\$17.24	\$17.56	\$18.06	\$20.30	With Academy
	After 2 yrs	After 5 yrs	After 10 yrs	After 15 yrs	After 20 yrs	
Patrolman II	\$20.30	\$20.47	\$20.67	\$20.86	\$21.05	
Detective	\$20.81	\$21.01	\$21.20	\$21.37	\$21.59	
Lieutenant Relief	\$20.81	\$21.01	\$21.20	\$21.37	\$21.59	
	Beginning	After 6 Months	After 12 Months	After 18 Months	After 24 Months	
Matron/Com - Officer	\$12.36	\$13.17	\$13.35	\$13.76	\$15.18	
Parking Officer	\$12.36	\$13.17	\$13.35	\$13.76	\$15.18	
Civilian Support Supervisor	\$13.18	\$13.91	\$14.16	\$14.53	\$15.97	
Radio Operators	\$12.36	\$13.17	\$13.35	\$13.76	\$15.18	
	After 2 yrs	After 5 yrs	After 10 yrs	After 15 yrs	After 20 yrs	
Matron/Com - Officer	\$15.18	\$15.38	\$15.57	\$15.75	\$15.95	
Parking Officer	\$15.18	\$15.38	\$15.57	\$15.75	\$15.95	
Civilian Support Supervisor	\$15.97	\$16.18	\$16.35	\$16.56	\$16.75	
Radio Operators	\$15.18	\$15.38	\$15.57	\$15.75	\$15.95	